

No. 76608

NP 76608

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby permits

(b) (6) (b) (6) Pleasure Point, Renton, Washington, hereinafter called the second party, to construct, operate and maintain upon its right of way and beneath its tracks a 2-inch water pipe line and a 240-volt electric line in conduit, both encased in a 5-inch black steel pipe, along the course described as follows:

Crossing the first party's 100-foot right of way for its Belt Line in Government Lot 2 of Section 20, Township 24 North, Range 5 East of the Willamette Meridian, in King County, Washington, near QUENDALL siding, intersecting the center line of the first party's main track as now constructed at a point therein distant 822 feet southwesterly, measured along said center line, from Mile Post 8 (which mile post is located 2084.5 feet southwesterly, measured along said center line, from the north line of said section), the point of intersection being otherwise described as Mile Post 8 minus 822 feet.

Subject to a permit for a private roadway along the northwesterly edge of said right of way.

This permission is granted upon the following terms:

1. The second party will pay a ~~yearly~~ rental in advance of \$5.00 for the full term hereof, ~~also~~ also all taxes and assessments that may be levied or assessed against the improvements.
2. The entire cost shall be borne by the second party; the division superintendent of the first party will decide what portion, if any, of the work will be done by the first party, and for such portion the second party will pay the first party the estimated cost before the work is done; if the actual cost exceeds the estimate, the second party will pay the additional amount when called upon; if the actual cost is less than the estimate, the first party will repay the surplus. All work hereunder by the second party shall be done in a first-class workmanlike manner to the satisfaction of the division superintendent of the first party, and in accordance with plans and specifications which he may prescribe or approve. The division superintendent of the first party shall have the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or changes of location as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade, or for any other reason connected with the operation of the railroad of the first party; all of which shall be done at the expense of the second party in the manner herein provided.
3. The second party agrees that the improvements shall not at any time damage the railroad or structures of the first party, or be a menace to the safety of its operations; and to indemnify and save harmless the first party from all loss and damage to its tracks, roadbed, structures, rolling stock and other property of the first party and property of third persons, and from injuries to persons, occasioned by the improvements.
4. It is agreed that the provisions of Section 3 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said improvements are located are a part.
5. This permit cannot be transferred or assigned by the second party without the written consent of the first party.
6. This permit shall endure until terminated by the first party. It may be at any time terminated by the first party upon the giving of sixty (60) days' notice, either by personal delivery or by mail, or by the posting of notice on the premises. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from its premises; and at the end of the permit the second party will restore the premises of the first party to their former state.
7. The second party shall comply with the first party's specifications dated April 17, 1950, a transcript of which, identified as Exhibit "A", is attached hereto and made a part hereof. The installation of the encasement pipe shall be done under the supervision of the division superintendent of the first party.

USEPA SF



1338147

IN WITNESS WHEREOF, the parties have executed these presents this 15th day of June, 1953.

NORTHERN PACIFIC RAILWAY COMPANY,

By

Western Manager

Industrial Properties

Witnesses to signatures of Second Party:

(b) (6)

NORTHERN PACIFIC RAILWAY COMPANY

EXHIBIT "A".

Specifications  
for Pressure Pipe Line Crossings under Railway Tracks  
for Non-Inflammable Substances.

1. Pipe lines included under these specifications are those installed to carry steam, water, or any non-inflammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of railway property.
2. Pipe lines under railway track shall be encased in a larger pipe as per sketch at bottom of this Exhibit.
3. Carrier line pipe inside the casing under the railway track and right-of-way shall be of approved construction. Carrier line shall be subjected to a pressure test of 50 pounds greater than the maximum working pressure for the line and must remain tight when tested.
4. Casing pipe and joints may be of any approved conduit construction and shall be capable of withstanding the load of railway roadbed, track and traffic; also shall be so constructed as to prevent leakage of any matter from the casing or conduit throughout its length under the track and railway right-of-way except at the ends of the casing or conduit when the ends are left open. The casing shall be so installed as to prevent the formation of a waterway under the railway. Approved casings are as follows:

Cast Iron Pipe -- Extra Heavy, ASTM A-142-38.

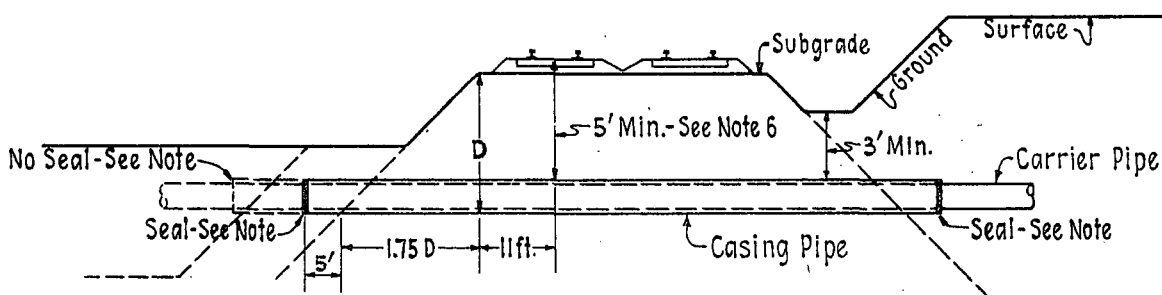
Concrete Pipe -- ASTM C-76-41, Table II. **Circular reinforcement** in circular pipe.

Corrugated Metal Pipe -- Gauge and coating subject to review by Railway Company.

Casing shall be installed with even bearing throughout its length and shall slope to one end.

The inside diameter of the casing shall be at least 2 inches greater than the largest outside diameter of the carrier pipe, joints, or couplings.

5. Where the ends of the casing are below ground they shall be suitably protected against the entrance of foreign material, which might prevent ready removal of the carrier pipe. Where the ends of the casing are at or above ground surface and above high water level they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from the roadbed and structures.
6. The top of the carrier pipe shall be below the frost line, and at its closest point shall not be less than 5 feet below base of railway rail. On other portions of the railway right-of-way where the casing is not directly beneath any track the depth from the surface of the ground and from the bottom of ditches to the top of the casing, shall be not less than 3 feet. Where it is not practicable to secure the above depths, approved special construction shall be used. Length of casing shall be in accordance with sketch at bottom of this Exhibit.
7. Where warranted, accessible emergency shut-off valves shall be installed within effective distance at each side of the crossing.
8. Where laws, codes, or orders of competent public authority prescribe a higher degree of protection than specified herein, then the higher degree of protection shall be deemed a part of the specifications set forth in this Exhibit.



NOTE : Seal not required if casing ends above ground  
where drainage is available. See Note 5

TYPICAL SKETCH OF PIPE LINE CROSSING  
FOR  
NON-INFLAMMABLE SUBSTANCES  
OPERATING UNDER PRESSURE

Office of Chief Engineer  
St. Paul, Minnesota  
April 17, 1950

July 8th, 1953

(b) (6)

Renton, Washington

Dear Madam:

Referring to my letter of June 16th, I enclose executed counterpart of Permit No. 76608 in your favor covering the installation and maintenance of a two-inch water pipe line and a 240-volt electric line, encased in a five-inch black steel pipe, crossing beneath our tracks 822 feet southwesterly from Mile Post 8 on our Belt Line near Quendall siding.

I acknowledge receipt of your check for \$5 covering rental for the full term.

In complying with Section 7 of the permit it might be well to contact our district roadmaster or section foreman in your area whenever you are ready to proceed with the work.

Yours very truly,

(sgd) J. T. Moore

Western Manager  
Industrial Properties

rms  
encl.  
bcc:

(b) (6)

Original of permit herewith. Copies are being sent to (b) (6)

J.T.M.

Check was deposited July 3rd.  
J.T.M.

NOV 13 1953



N. P. 1757  
6-24

OFFICE OF Western Manager Industrial Properties

FILE NO. 76608

SUBJECT:

(b) (6)

(near) Quendall, Washington

*closed  
7-20-53*

July 8th, 1953

(b) (6)

Benton, Washington

Dear Madam:

Referring to my letter of June 16th, I enclose executed counterpart of Permit No. 76603 in your favor covering the installation and maintenance of a two-inch water pipe line and a 240-volt electric line, encased in a five-inch black steel pipe, crossing beneath our tracks 622 feet southwesterly from Mile Post 8 on our Belt Line near Quendall siding.

I acknowledge receipt of your check for \$5 covering rental for the full term.

In complying with Section 7 of the permit it might be well to contact our district roadmaster or section foreman in your area whenever you are ready to proceed with the work.

Yours very truly,

(sgd) J. T. Moore  
Western Manager  
Industrial Properties

rm  
encl.

bcc: (b) (6)

Original of permit herewith. Copies are being sent to (b) (6)  
(b) (6)

J.T.M.

Check was deposited July 3rd.  
J.T.M.

CARD		MAP	BOOK
Locat.	Indiv.	L	
<i>JM</i>	<i>JM</i>	7-1053	

Seattle, Washington  
July 3, 1953.

Mr. H. S. Latham  
Treasurer  
St. Paul, Minnesota

In accordance with the attached slip we have today deposited in the  
Seattle-First National Bank the sum of \$107.00 to be applied as follows:

Lease 75244 - (b) (6)	.....\$ 15.00
Lease 76508 -	pokane, Wash.. 240.00
Permit 76608 -	h..... 5.00
Lease 75404 -	sdale (mr. Quen- ..... 10.00
Permit 76049 -	..... 1.00
Permit 76078 -	..... 1.00
License 76620	..... 10.00
Lease 75848 -	Wash..... 100.00
Lease 76633 -	..... 25.00
Total \$107.00	

Western Manager  
Industrial Properties

WM

Encl.

cc: Mr. P. G. Ramswick

W.A.B.

(b) (6) was in and left the attached check - said he thought it might expedite matters if you handled it direct.

He would like you to call him at AV 4670.

He says there is an error in the date in Par. 7 - should be April 17, 1953, in case that makes any difference in the deal.

*this is error*  
*- RmE 4/1/53*  
11 am  
6-30-53

E.

INDUSTRIAL DEV. DEPT.

JUL 1 1953

SEATTLE

✓ 7/19

June 16, 1953

(b) (6)

Renton, Washington

Dear Madam:

Referring to your recent application, I submit herewith in duplicate proposed Permit No. 76608 in your favor to cover a water pipe line and electric line undercrossing at Pleasure Point, near our Quendall siding.

If the permit is satisfactory please sign both copies before witnesses and return them with check or money order for \$5 in payment of rental for the full term. After the permit has been signed in behalf of our company one signed copy will be returned to you.

✓ dep 7-3-53 ck. 19-3

Yours very truly,

Encl.

LMJ:af

Western Manager  
Industrial Properties

cc: Mr. T. J. Kane



No. 76608

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby permits

(b) (6)

, Renton, Washington,

hereinafter called the second party, to construct, operate and

maintain upon its right of way and beneath its tracks a 2-inch water pipe line and a <sup>240</sup>~~220~~-volt electric line in conduit, both encased in a 5-inch black steel pipe, along the course described as follows:

8 Crossing the first party's 100-foot right of way for its Belt Line in Government Lot 2 of Section 20, Township 24 North, Range 5 East of the Willamette Meridian, in King County, Washington, near QUENDALL siding, intersecting the center line of the first party's main track as now constructed at a point therein distant ~~822 feet~~ 822 feet southwesterly, measured along said center line, from Mile Post 8 (which mile post is located 2084.5 feet southwesterly, measured along said center line, from the north line of said section), the point of intersection being otherwise described as Mile Post 8 minus 822 feet.

Subject to a permit for a private roadway along the northwesterly edge of said right of way.

This permission is granted upon the following terms:

1. The second party will pay a ~~rental~~ rental in advance of \$5.00 for the full term hereof, ~~dollars~~ also all taxes and assessments that may be levied or assessed against the improvements.
2. The entire cost shall be borne by the second party; the division superintendent of the first party will decide what portion, if any, of the work will be done by the first party, and for such portion the second party will pay the first party the estimated cost before the work is done; if the actual cost exceeds the estimate, the second party will pay the additional amount when called upon; if the actual cost is less than the estimate, the first party will repay the surplus. All work hereunder by the second party shall be done in a first-class workmanlike manner to the satisfaction of the division superintendent of the first party, and in accordance with plans and specifications which he may prescribe or approve. The division superintendent of the first party shall have the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or changes of location as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade, or for any other reason connected with the operation of the railroad of the first party; all of which shall be done at the expense of the second party in the manner herein provided.
3. The second party agrees that the improvements shall not at any time damage the railroad or structures of the first party, or be a menace to the safety of its operations; and to indemnify and save harmless the first party from all loss and damage to its tracks, roadbed, structures, rolling stock and other property of the first party and property of third persons, and from injuries to persons, occasioned by the improvements.
4. It is agreed that the provisions of Section 3 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said improvements are located are a part.
5. This permit cannot be transferred or assigned by the second party without the written consent of the first party.
6. This permit shall endure until terminated by the first party. It may be at any time terminated by the first party upon the giving of sixty (60) days' notice, either by personal delivery or by mail, or by the posting of notice on the premises. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from its premises; and at the end of the permit the second party will restore the premises of the first party to their former state.
7. The second party shall comply with the first party's specifications dated April 17, 1950, a transcript of which, identified as Exhibit "A", is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed these presents this 15th day of June, 1953.

NORTHERN PACIFIC RAILWAY COMPANY,

By \_\_\_\_\_  
DEMONSTRATE WMIP

Witnesses to signatures of Second Party:

ELLA ERBACH

gjm

✓

Seattle, Washington  
June 9, 1953

1257

Mr. C. Corser:

Quendall (nr): Application for permit  
in favor of (b) (6)

Herewith, application for permit in favor of  
Mrs. Ella Erbach covering construction of a 2" water  
line and a 220 volt electric power line crossing beneath  
the Railway Company's 100 ft. right-of-way for its Lake  
Washington Belt Line, 11th Sub-division. It is proposed  
to encase a 2" water line in a 5" black steel pipe placed  
5' below the base of rail. The 220 volt electric line  
will be placed in a conduit and encased in the same 5"  
black steel pipe.

There being no engineering objections, I have added  
my approval to this application.

id  
Encl.

*J. T. Denny*  
Assistant Chief Engineer

INDUSTRIAL DEV. DEPT.  
JUN 12 1953  
SEATTLE, WASH.

MP 7    897+41  
      39+63  
                  
      857+78

MP 8    857+78  
      849+56  
                  
      8+22

S Sec Line    897+41  
              887+18.8  
                          
              107+22.8

N Sec Line    849+56  
              828+71.5  
                          
              20+84.5

1257

Seattle, Washington  
June 8, 1953

1257

Mr. J. T. Derrig;

(Nr) Quendall - Appln. for permit in favor  
of (b) (6)

Attached is an application for permit in favor of (b) (6)  
, Renton, Washington,

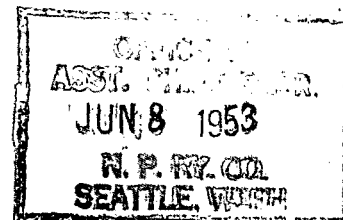
(b) (6) desires permit to construct a 2" water line and a 220 volt electric power line crossing beneath the Railway Company's 100 ft. right of way for its Lake Washington Belt Line, 11th Subdivision. It is proposed to encase a 2" water line in a 5" black steel pipe - placed 5' below the base of rail. The 220 volt electric line will be placed in a conduit and encased in the same 5" black steel pipe.

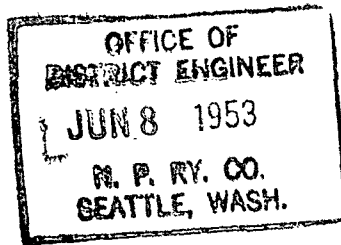
The proposed crossing will be made at a point 3,963 ft. northerly from MP 7, as shown in red on the attached sketch.

I add my approval to this application subject to the provisions of Mr. Kane's letter of transmittal.

*T. N. Buchanan*  
District Engineer

Attch.  
AJS:Mc  
cc: TJK  
JTM





Tacoma, June 5, 1953w

Mr. T. N. Buchanan: (3)

(b) (7)(A) , Renton, Wn. desires permit to construct and maintain a 2" water line and a 220 volt electric line crossing the Railway Co.'s right of way for its Lake Washington Belt Line near Quendall, Wn.

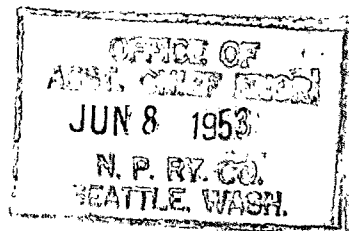
It is proposed to encase the 2" water line in a 5" black steel pipe and the 220 volt electric line will be placed in a conduit and threaded through said 5" black steel pipe and placed 5' below the base of rail which meets with our approval, subject to the following provisions:

- 1-The encasement pipe shall be of sufficient strength to withstand any load superimposed upon it beneath the track and shall be accomplished by jacking under the supervision and to the satisfaction of the Railway Co. at the expense of the Grantee.

Form RW-113 and location sketch attached.

*T. J. Kane*  
T. J. Kane  
Superintendent

Att.  
cc: CC





## APPLICATION FOR LEASE

Nr. Quendall, Wn.

Station

Tacoma

Division June 5 19 53

1. Name of (b) (6)

P. O. Address Renton, Washington

2. Business of applicant

3. Is applicant a corporation, an individual or a partnership? If a corporation, give name of State under laws of which it is incorporated and principal place of business. Individual

4. Term, or kind of lease wanted Indefinite

5. Purpose for which property is to be used a 2" water line and a 220 volt electric power line crossing beneath the track

6. Number of similar industries at this station

7. Character and dimensions of structure to be erected, if any

Estimated Cost

8. Description of property desired (State at or near what station and show compass directions instead of time card directions). Crossing the Railway Co.'s 100' right of way for its Lake Washington Belt Line, 11th Subdivision in Sec. 20, T24N, R5E of W.M., King County, Wn. The proposed 2" water line and 220 volt electric line intersecting the center line of the main track at a point therein distance 3,963' northerly, measured along said center line from MP 7 (Eng. Stat. 897 plus 41).

(If description of land desired cannot be given with accuracy by reference to station plat or track profile, a sketch should be made by Agent or Roadmaster with sufficient measurements to identify location and attached thereto, so that accurate description can be made for lease.)

9. Traffic considerations, if any

10. If application is for an electric line, give maximum voltage to be carried. Number of wires

11. If proposed industry necessitates moving telegraph or any other electric line, indicate ownership and changes necessary

12. Recommendation of Agent or Roadmaster Recommended - W. A. Breedlove, Dist. Roadmaster

Signed

Recommendation of Superintendent Approval - subject to transmittal letter provisions

Date June 5, 1953

19

Superintendent

In space below will be noted the recommendation of such officers as are required under the rules of the company to pass upon this application, also date forwarded.

District Engineer

ASST. GENERAL MANAGER

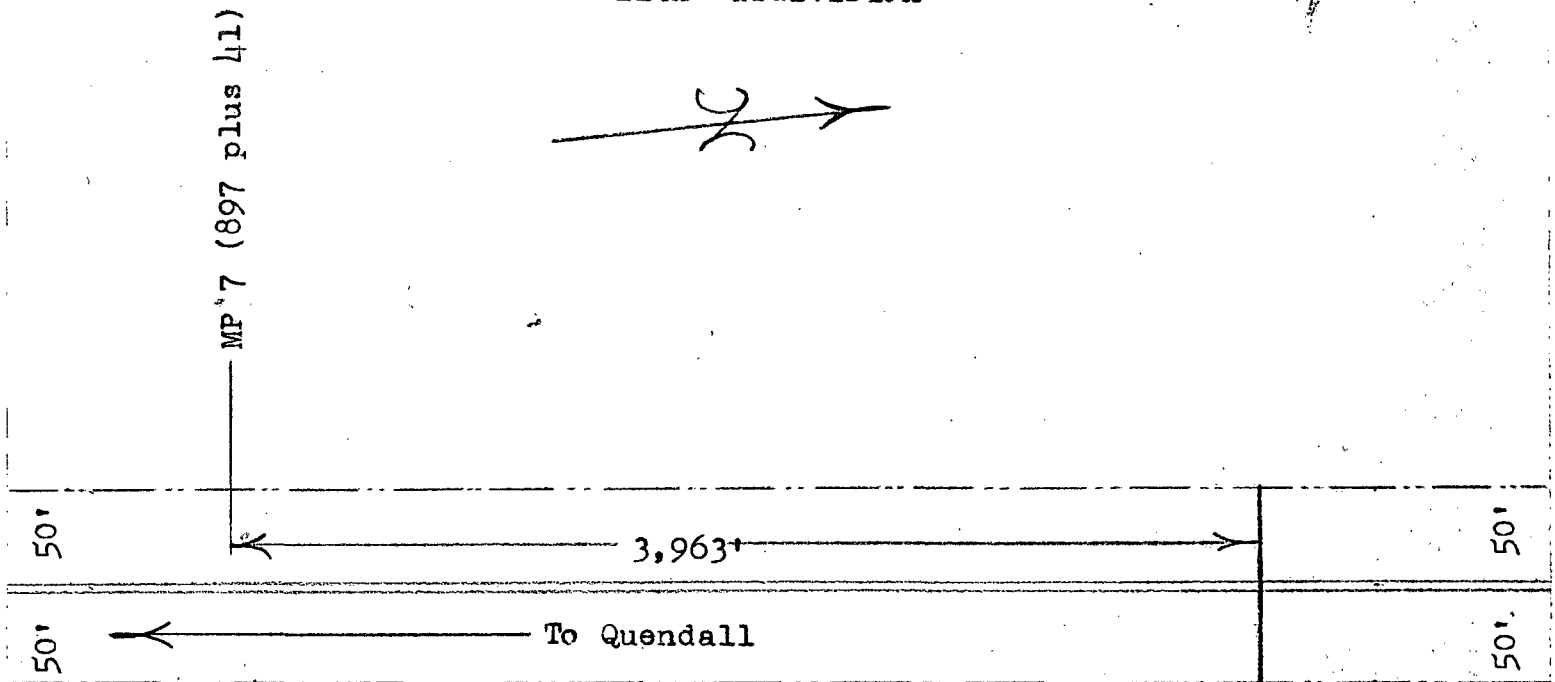
GENERAL MANAGER

Assistant Chief Engineer

ASST. SUPT. OF COMMUNICATIONS

LAKE WASHINGTON BELT LINE

11th Subdivision



Proposed permit to (b) (6)  
, Renton, Wn. to cover a 2" water  
line and 220 volt electric line beneath track.